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involve statutes providing that appointments should be equally distributed between followers of the two leading parties. That such statutes make political belief and party affiliation a qualification for office, and are hence invalid, is settled. *MECHEM, PUBLIC OFFICERS*, sec. 98; *People v. Hurlbut* (1871), 24 Mich. 44, 9 Am. Rep. 103; *Rathbone v. Wirth* (1896), 150 N. Y. 459, 45 N. E. 15, 34 L. R. A. 408; Am. & Eng. Enc. of Law, (1st ed.) Pub. Officers, 398-399; *State v. Denny* (1889), 118 Ind. 382, 21 N. E. 252, 4 L. R. A. 65. Under the clause in question, party adhesion is in no sense made a qualification for office. The statute does not require that three shall be taken from one party, or that any of the commissioners must have any party affiliations whatever. *Rogers v. Common Council of Buffalo* (1890), 123 N. Y. 173, 9 L. R. A. 579, 25 N. E. 274, 22 Abb. N. C. 144, 3 N. Y. Supp. 671, 34 Am. & Eng. Corp. Cas. 293. But, in the absence of such a clause as the one declared unconstitutional in the principal case, it is difficult to imagine such a provision in practical operation at a general election.

EQUITY—MISTAKE OF LAW—RECOVERY OF MONEY PAID FOR IMPROVEMENTS ON ANOTHER'S LAND.—The owner of a life estate, *per autre vie*, died intestate leaving a widow and several children. The parties, believing the widow was entitled to dower in the estate, allowed her one-third of the rents, and she paid one-third of the expense of certain extensive repairs. After several years, it was discovered that under the terms of an old will under which the intestate took, his widow could not have dower. All parties had been familiar with the provisions of the will, but ignorant of its legal effect. As she cannot take dower, the widow seeks an accounting in equity for payments made for improvements. *Held*, that complainant was not entitled to relief. Payments were made under a mutual mistake of law. This, in the absence of fraud, misrepresentation or undue influence, will not entitle complainant to a decree. *Olney v. Weaver* (1902), — R. I. —, 53 Atl. Rep. 287.

Many of the questions that arise upon an application to the courts for relief on the ground of mistake in law, are "left in great confusion in the books." Mitchell J. in *Erkens v. Nicolin*, 39 Minn. 461, 40 N. W. 567; and the statement has been made on the authority of *Bank of U. S. v. Daniel*, 12 Peters 32, that "the jurisdiction of chancery in giving relief founded on mistake in law, is one grounded upon exceptions, rather than upon fixed rules." See note to *Lawrence v. Beaubien*, (S. C.) 23 Am. Dec. 155. It is believed, however, that widely variant facts and circumstances in the cases before the courts have led to much of this apparent conflict and confusion. It seems well settled that mistake as to a general rule of law is no ground for relief either at law or in equity. *Hunt v. Rousmanier*, 8 Wheat. 174, 1 Pet. 1. This is put upon the ground of policy and necessity in order that there may be certainty and security as to legal rights. *Champlin v. Laytin*, 18 Wend. 407. But where a person is mistaken as to his previous and existing rights, interests or estate, and enters into a transaction, the legal scope of which he correctly understands, for the purpose of affecting such assumed rights, interests, or estates, equity will grant its relief, treating it as a mistake of law analogous to a mistake of fact. *Renard v. Clink et al.*, 91 Mich. 1, 51 N. W. 692; *Blakeman v. Blakeman*, 39 Conn. 320; *Hearst v. Pujol*, 44 Cal. 230; *Macknet v. Macknet*, 29 N. J. Eq. 54; *Morgan v. Dod*, 3 Colo. 551; *Landsdowne v. Landsdowne*, 2 Jac. & W. 205; *Cooper v. Phibbs*, L. R. 2 H. L. Cases 149; 2 POMEROY'S EQUITY JURIS., sec. 849. Under the above rule, the decision in the principal case would seem to be erroneous, unless there is force in the rule, stated as an exception to the above, that—"Money paid under mistake of law, with full knowledge of the facts, and without fraud, cannot be recovered at law or in equity." This would,

of course, include mistake of law as to one's previous and existing rights. This rule has been recognized in numerous cases: *Erkens v. Nicolin* (supra), *Haden v. Ware*, 15 Ala. 149; *Gilliam v. Alford*, 69 Tex. 267, 6 So. W. 757; *Valley Ry. Co. v. Lake Erie Iron Co.* (Ohio), 8 N. E. 486; *Shotwell v. Murray*, 1 Johns Ch. 512; *Bilbie v. Lumley*, 2 East 469; *Brisbane v. Dacres*, 5 Taunt. 143; 2 POMEROY'S EQ. 851. It is difficult to justify this holding, at least as an exception to the rule as to previous and existing rights. Why money should be treated differently from other forms of property is not apparent. Pomeroy, while recognizing that such an exception exists, disapproves of it on principle, 2 POMEROY'S EQ., sec. 851 and note. It may be safely affirmed, however, that some of the courts that have applied this principle, do not regard it as an exception, and would either decline to recognize the rule as to previous and existing rights, or under the peculiar facts before them, would have declined to permit a recovery had the subject matter of the litigation been other than money. That money forms no exception and may be recovered, in an appropriate case of mistake of law, has been held in numerous cases. *Bingham v. Bingham*, 1 Vesey Sr. 126; *Bize v. Dickason*, 1 Term Rep. 285; *Lawrence v. Beaubien* (supra), (where an attempt is made to distinguish between mistake of law and ignorance of law); *Foster v. Craige*, 2 Ired. Eq. (N. C.) 533; *Ray v. Bank of Ky.*, 3 B. Mon. 510; *Northrop v. Graves*, 19 Conn. 548; *Stedwell v. Anderson*, 21 Conn. 139. In *Stedwell v. Anderson* (supra), as in the principal case, improvements had been made by one who, as it subsequently developed, had no interest in the land, and he was decreed their value.

LANDLORD AND TENANT—INSOLVENT CORPORATION—ACCRUING RENT.—A corporation lessee, holding under a lease containing covenants to pay rent, and giving lessor the right of re-entry upon breach, became insolvent. The receiver quit the premises, and disallowed the claim of the lessor for full rent for the remainder of the term. On appeal from the disallowance, *Held*, that the claim must be rejected, but without prejudice to the right of the claimant to present a new claim based upon more equitable principles. *Klein v. Gavenesch Co.* (1902), — N. J. Eq., —, 53 Atl. Rep. 196.

The law upon this class of cases is so closely interwoven with English and American bankruptcy and insolvency statutes, that it is difficult in many cases to deduce settled principles. The court in the principal case relies largely upon *Stockton v. Bank* (1880), 32 N. J. Eq. 163. In that case the court laid down the rule that a covenant to pay rent in the future was valueless, in case of insolvency, and that a claim against an insolvent corporation could not include future rent. By holding that the dismissal is without prejudice to any future claim based upon equity, the vice chancellor, in the principal case, seems to intimate that upon the presentation of such a claim, the court would be ready to depart from the rule of *Stockton v. Bank*. The general rule is that an assignee is not bound to accept a lease running in the name of the insolvent debtor, which would prove a burden to the estate, and diminish the assets. By refusing to accept the leasehold, he can avoid all future liability upon the covenants. If, on the other hand, the assignee deems the lease to be a profitable one, he can hold it, and apply its proceeds for the benefit of the estate. *Smith v. Goodman* (1893), 149 Ill. 75, 36 N. E. 621; *Hoyt v. Stoddard* (1861), 2 Allen 442; *Turner v. Richardson* (1806), 7 East 335; *Dorrance v. Jones* (1855), 27 Ala. 630; *Railroad Co. v. Humphreys* (1892), 145 U. S. 82, 12 Sup. Ct. Rep. 787, 36 L. ed. 632; BRANDENBURG ON BANKRUPTCY, 2d. ed. 703; TAYLOR ON LANDLORD AND TENANT, secs. 457-458; *Commonwealth v. Insurance Co.* (1874), 115 Mass.